

**FIRST AMENDMENT TO RESTRICTIVE COVENANTS  
DAVENPORT RANCH WEST PLANNED UNIT DEVELOPMENT  
Section Four; City of Austin Case NO. C814-88-0001**

**Owner:** The Protestant Episcopal Church Council of the Diocese of Texas

**Address:** 2900 Bunny Run, Austin, Texas 78746

**City:** The City of Austin, a home-rule city, municipal corporation and political subdivision of the State of Texas, in Travis County, Texas.

**City Council:** The City Council of the City of Austin

**Consideration:** Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the Owner to the City of Austin, the receipt and sufficiency of which is acknowledged.

WHEREAS, The Protestant Episcopal Church Council of the Diocese of Texas (the "Owner"), as owner of approximately 31.844 acres of land (the "Owner's Property"), located in the Davenport Ranch West planned unit development, (the "Davenport PUD"), wishes to amend the Restrictive Covenants being more particularly described in Volume 10909, Page 1658, recorded in the Real Property Records of Travis County, Texas, (the "Restrictive Covenants"), which impose certain restrictions and covenants on the Davenport PUD.

WHEREAS, the Owner's Property is more particularly described by metes and bounds in Exhibit "A", incorporated into this amended covenant;

WHEREAS, the Owner of the Owner's Property, on the date of this First Amendment to Restrictive Covenants (the "Amendment") desires to amend the Restrictive Covenants as to the Owner's Property only.

WHEREAS, the City Council and the Owner agree that the Restrictive Covenants should be amended as to the Owner's Property only.

NOW, THEREFORE, for and in consideration of the premises and mutual promises, covenants, and agreements hereinafter set forth, the City of Austin and the Owner agree as follows:

1. Article 1.10 of the Restrictive Covenants is amended as follows:

Only commercial uses are permitted on Block D, Lot 1A of Owner's Property. Only detached condominium uses, limited to buildings containing not more than one residential unit, and townhouses are permitted on Block E, Lot 16 of Owner's Property. Only multifamily residential use is permitted on Block D, Lot 1 of Owner's Property.

2. Exhibit "B" to the Restrictive Covenants is amended so that (i) in the right-hand column

(Permitted Land Uses) the stated permitted land use for each portion of the Owner's Property is as follows: Block D, Lot 1 – "Multifamily Residential-Low Density (MF-2) \*\*\*\*\*"; Block E, Lot 16 "Townhouse and Condominium Residential (SF-6) \*\*\*\*\*"; and Block D, Lot 1A – "Community Commercial (GR) \*\*\*\*\*", and (ii) a new footnote \*\*\*\*\* is added to Exhibit "B" to read "Notwithstanding note \*\* above, the uses on this Tract shall be determined under the City Zoning Ordinance (Chapter 25-2, City Code of the City of Austin), as of August 25, 2005, such that the permitted uses on this Tract shall include only those uses allowed as a permitted use under the specified zoning classification" except that no multi-family residential is permitted on Block E, Lot 16 of Owner's Property; and pawn shop services, hotel-motel, commercial off-street parking, bail bond services, exterminating services, indoor sports and recreation, theater, communication service facilities, urban farm, off-site accessory parking, funeral services, automotive rentals, automotive sales, automotive repair services, communications services, indoor entertainment, outdoor sports and recreation, congregate living, and residential treatment, group home class I limited, group home class I general, group home class II, and family home shall be prohibited on Block D, Lot 1A of Owner's Property.

3. All references in the Restrictive Covenants to the PUD, including the Concept Plans made part of the PUD, shall be deemed to be references thereto as amended by this Amendment and by Zoning File No. C814-88-0001.8.
4. Except as expressly provided for in this Amendment, each and every one of the terms, conditions, and provisions of the Restrictive Covenants, as set forth in the Restrictive Covenants, shall continue in full force and effect on and after the effective date of this Amendment.
5. The City Manager, or her designee, shall execute, on behalf of the City, this First Amendment to Restrictive Covenants for Zoning File No. C814-88-0001, as authorized by the City Council of the City of Austin. This First Amendment to Restrictive Covenants shall be filed in the Official Public Records of Travis County, Texas.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**OWNER:**

**The Protestant Episcopal Church  
Council of the Diocese of Texas**

By: \_\_\_\_\_  
Robert J. Biehl, Assistant Secretary

**CITY OF AUSTIN:**

By: \_\_\_\_\_  
**Laura J. Huffman,**  
**Assistant City Manager,**  
**City of Austin**

**THE STATE OF TEXAS**

§

§

**COUNTY OF TRAVIS**

§

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2005, by Robert J. Biehl, Assistant Secretary, of The Protestant Episcopal Church Council of the Diocese of Texas, on behalf of the church council.

\_\_\_\_\_  
Notary Public, State of Texas

**THE STATE OF TEXAS**

§

§

**COUNTY OF TRAVIS**

§

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2005, by Laura J. Huffman, as Assistant City Manager of the City of Austin, a municipal corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

City of Austin Law Department  
P.O. Box 1088  
Austin, Texas 78767

**Attn: Diana Minter, Paralegal**